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OF COUNSEL
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May 1, 1995

RECORDATION NO. 13160-D
FILED 1498
MAY 1 1995 11 10 AM
INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Termination of Security Agreement, dated as of April 12, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement duly filed with the Commission under Recordation Number 13160.

The names and addresses of the parties to the enclosed document are:

Debtor: State Street and Trust Company
750 Main Street
Hartford, Connecticut 06103

Secured Party: Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21201

A description of the railroad equipment covered by the enclosed document is:

11 rebuilt locomotives and 240 rebuilt hopper cars as set forth on Schedule I attached thereto.

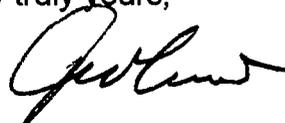
Country Parts -

Mr. Vernon A. Williams
May 1, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 13160-D
FILED 142R

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TERMINATION OF SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS TERMINATION OF SECURITY AGREEMENT is made as of April 12, 1995, by State Street Bank and Trust Company, a Massachusetts banking corporation, not in its individual capacity, but solely as successor trustee under the Trust Agreement (as defined below) ("Debtor"), and Mercantile-Safe Deposit and Trust Company ("Secured Party").

WITNESSETH:

WHEREAS, Debtor is the successor trustee to The Connecticut Bank and Trust Company, National Association, a national banking association ("CBTNA") and the successor by merger to The Connecticut Bank and Trust Company ("CBT"), under that certain Trust Agreement dated June 1, 1981, as amended (the "Trust Agreement"), originally between CBT and Banc One Arizona Leasing Corporation, an Arizona corporation formerly known as Valley Bank Leasing, Inc.;

WHEREAS, Debtor granted to Secured Party a security interest in, among other things, the locomotives and open top hopper cars more fully described on Schedule 1 attached hereto (the "Units") pursuant to that certain Security Agreement-Trust Deed dated as of June 1, 1981 originally between CBT and Secured Party (filed as ICC Recordation No. 13160), as amended by that certain First Amendment to Security Agreement-Trust Deed dated as of January 1, 1984 originally between CBTNA and Secured Party (filed as ICC Recordation No. 13160-A), and that certain Second Amendment to Security Agreement-Trust Deed dated as of July 1, 1985 originally between CBTNA and Secured Party (filed as ICC Recordation No. 13160-B) (collectively, the "Security Agreement"); and

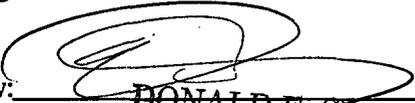
WHEREAS, the duties and obligations of the parties to the Security Agreement have been satisfied and discharged;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the Security Agreement in the files of the Interstate Commerce Commission, Debtor and Secured Party hereby terminate and cancel the Security Agreement and release each party from its obligations and liabilities thereunder effective as of the date herein first written above.

This Termination of Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Receipt by any party of a telecopied facsimile of an executed counterpart shall be deemed to constitute delivery and receipt of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Security Agreement to be duly executed as of the date hereinabove first written.

STATE STREET BANK AND TRUST COMPANY, not individually but solely as trustee under the Trust Agreement

By: 
DONALD E. SMITH
Title: VICE PRESIDENT

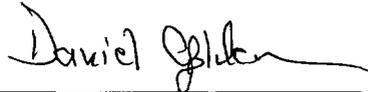
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By: 
Title: CORPORATE TRUST OFFICER

STATE OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

ss:

On this 11th day of April, 1995, before me personally appeared the within named DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that (s)he is of State Street Bank and Trust Company, a Massachusetts banking corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notary Seal]

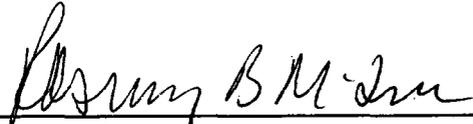
DANIEL GOLDEN
Notary Public

My commission expires: My Commission Expires June 26, 1998

STATE OF Maryland)
)
COUNTY OF BALTO)

ss:

On this 18th day of April, 1995, before me personally appeared the within named Marian D. Allen, to me personally known, who, being by me duly sworn, says that (s)he is CO-OP TRUST OFFICER of Mercantile-Safe Deposit and Trust Company, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notary Seal]

My commission expires: 12/1/97

SCHEDULE 1

EQUIPMENT

Eleven (11) rebuilt SW-14 Diesel Electric Locomotives originally marked as ICG 1478 to ICG 1488, inclusive.

Two hundred forty (240) 100-ton rebuilt open top hopper cars originally marked as ICG 387500 to ICG 387739, inclusive and in the case of ICG 387513, 387529, 387530, 387535, 387550, 387565, 387613, 387647, 387657, 387674, 387686, 387711, 387716 and 387720 remarked as IC 387513, 387529, 387530, 387535, 387550, 387565, 387613, 387647, 387657, 387674, 387686, 387711, 387716 and 387720, respectively.